

ATXI has been unsuccessful in obtaining an easement from the Westerhold Group. The Westerhold Group consists of the following parcels: (i) Bass Ventures LLC (A_ILRP_PP_CH_003_ROW, A_ILRP_PP_CH_099_ROW), whose Registered Agent is Robert W. Schwartz with a principal address in Edwardsville, Illinois; (ii) Technology Group LLC (A_ILRP_PP_CH_020_ROW, A_ILRP_PP_CH_030_ROW), whose Registered Agent is Robert W. Schwartz with a Principal Office address in Staunton, Illinois; (iii) DMW Investments, LLC (ILRP_PP_CH_045_ROW), whose Registered Agents are Jeffrey and Mary J. Westerhold with a Principal Office address in Edwardsville, Illinois; (iv) Jerry A. Westerhold Revocable Trust(ILRP_PP_CH_049_ROW); and (v) Sisbro Investment Group whose Registered Agent is Robert W. Schwartz, with a Principal Office address in Edwardsville, Illinois (A_ILRP_PP_CH_075_ROW). All of these parcels are located along the Pawnee to Pana segment of the Project in Christian County, Illinois. As summarized on ATXI Exhibit 2.1, ATXI has contacted, or attempted to contact, Mr. Jeffrey Westerhold, Dennis Ulrich, William Schwartz and Robert Schwartz (all of whom have come together to negotiate as a group) or their counsel, on at least 65 occasions, including 40 emails, 3 letters, 3 in-person meetings, and 18 phone calls.

In response to Mr. Westerhold's request, the land agent assigned to the tracts dropped off the initial offers for each of these parcels on April 25, 2014 (except for ILRP_PP_CH_045_ROW whose initial offer was presented earlier that same April). The agent then made multiple requests for an in-person meeting to discuss all outstanding issues for each of these parcels that were rebuffed. In August of 2014, Mr. Westerhold informed the land agent that he was preparing comparable sales information and that he believed all the parcels' crop yields were acceptable.

On October 3, 2014, Mr. Westerhold, Dennis Ulrich, William Schwartz, and Robert Schwartz finally had an in-person meeting with the land agent and the Project manager with a focus on A_ILRP_PP_CH_003, 009_ROW. At that meeting, the Group committed to provide ATXI with a bullet point list of issues that they wanted to be included in the easement, comparable sales to justify a higher price, and information on certain existing landowner structures that would need to be removed within the easement.

On March 14, 2015, Mr. Westerhold stated via email that ATXI's compensation offers were inadequate because they did not include crop damages that considered the nature of the Group's cash rent lease structure, and that the offers failed to consider the negative impact of the transmission line on the overall value of the impacted parcels. Mr. Westerhold requested that ATXI adjust its offers to consider these factors in advance of an in-person meeting scheduled for April. On March 20, 2015, the land agent responded that since the Westerhold Group could not provide bin receipts or crop insurance to substantiate the requested increased yields, ATXI would accept affidavits signed by all of the partners stating that the parcels produced all corn crops, as opposed to a corn-bean rotation. The agent also explained that ATXI needs documentation supportive of their claim for damage to the remainder. On March 31, 2015, Mr. Westerhold stated that the parties "...were not even close..." because ATXI's offer does not "...show continuous corn", "no value for the remainder..." and "there are several more issues; this is not an exclusive list". Mr. Westerhold did not explain the substance of those additional issues or provide the previously requested affidavits.

On April 21, 2015, during the in-person meeting, which was attended by Mr. Westerhold, Mr. Ulrich and Mr. Schwartz, the Group provided comparable sales information they believed supported damage to the remainder, crop damage information, and suggested edits to the

easement language. On May 27, 2015, the Group provided counteroffers for each of the parcels. After reviewing the information provided, ATXI responded that in the opinion of ATXI's appraiser damage to the remainder was not warranted, however, in the interest of settlement ATXI agreed to increase compensation on some of the parcels in the interest of settlement. In response, Mr. Westerhold stated that because of ATXI's failure to pay for damage to the remainder, he viewed ATXI's increased offer as a non-response.

On August 17, 2015, Mr. Westerhold requested that land agents not contact him further until ATXI was willing to pay damage to the remainder. ATXI informed Mr. Westerhold that it would honor his "do not contact" request. In September of 2015, ATXI obtained updated appraisals for each of the group members and copies of these appraisals were sent to the Group. These updated appraisals, based on the appraiser's professional opinion, still did not include a value reflecting damage to the remainder. ATXI then made several attempts to set up a meeting with Mr. Westerhold to discuss the easement terms, however, he stated that any meeting would be "wasting the gas for the trip" unless ATXI was willing to pay for damage to the remainder.

On October 13, 2015 ATXI included the Westerhold Group in an 8-509 proceeding due to the standstill in negotiations. Subsequent to that filing, the Westerhold Group hired Mr. Bill Shay to represent them in negotiations and ATXI voluntarily withdrew, without prejudice, its petition for authority over the Westerhold Group on November 2, 2015, with the hope and expectation that future negotiations would be productive. Unfortunately, that has not proven to be the case.

ATXI attempted to schedule meetings with the Westerhold Group on multiple occasions. On December 22, 2015, counsel for ATXI emailed Mr. Shay in an attempt to set up a meeting. Mr. Shay committed to look at dates in January of 2016. Having received no response, counsel

for ATXI emailed Mr. Shay to inquire about status. Mr. Shay responded, indicating that he would look for dates in mid-to-late February. On February 18, 2016, Mr. Shay emailed counsel for ATXI inquiring as to whether the parties could find dates that might work for a meeting in March. The parties finally agreed to a meeting sometime the week of March 21st, when Mr. Shay stated that his clients would like to have another exchange of information regarding valuation and compensation before meeting. Mr. Shay committed to provide ATXI with that additional information. Counsel for ATXI indicated that the Company would be happy to review whatever Mr. Shay or his clients generated, but stressed both the need to make progress in negotiations and the fact the Group would be placed back into an 8-509 proceeding scheduled for April if they could not. Mr. Shay indicated that he understood. Unfortunately, ATXI never received the information referenced by Mr. Shay. Instead on April 1, 2016, ATXI was informed that the Group had hired a new attorney, Mr. Gerald Carmody.

On April 19, 2016, Project representatives including Ameren and CLS personnel met with Mr. Carmody at his office in St. Louis. Being unaware of what information had been made available to Mr. Carmody by his clients or previous counsel, ATXI provided files for each landowner containing items such as the current calculation sheets, landowner-specific appraisals, maps and plats, and ATXI's standard easement language. The parties also discussed the status of ATXI's offers and the Westerhold Group's counters. The discussions, while amicable, did not result in the parties making material progress with respect to their differences. The parties are no closer to reaching a voluntary agreement today than when ATXI originally filed the 509 petition in October of 2015.

In sum, the Westerhold Group and ATXI have a fundamental disagreement on the appropriate level of compensation for the easements. Negotiations have not progressed and the

group has recently retained a new attorney. Therefore, a voluntary agreement in a time frame supportive of this line segment's in-service date is unlikely, and ATXI requests eminent domain authority over these parcels.

Agent Checklist with Landowner

1. Landowner contacted to set up initial appointment no sooner than 14 days after the 14 day letter was sent ☒ TH
2. Initial appointment set for 4-25-14 ☒ TH
3. Activity Note entered regarding Initial Meeting, including specifics regarding landowner concerns, if any, and details of meeting ☒ TH
4. Prepare and review Acquisition documents and maps ☒ TH
5. Provide landowner with business card and show Ameren ID badge ☒ TH
6. Ask the landowner they received the 14 day letter: ☒ TH
 - a. Ask if the landowner read 14 days letter
 - b. Does landowner have any questions regarding letter:
Yes, NO
7. Provide/explain the purpose of the project ☒ TH
8. Discuss routing and how it affects landowner: ☒ TH
 - a. Provide Fact Sheet about the project
 - b. Provide landowner copies of:
 - i. Small scale map of the project
 - ii. Sketch and description of type of facilities/structures
 - iii. Approximate location of facilities
 - iv. Option for Easement including exhibit showing length and width of the easement area
 - v. Memorandum of Option Exhibit B
9. Make compensation offer, provide calculation sheet and explain basis of offer ☒ TH
10. Discuss subordination of mortgage, if applicable ☒ TH
11. Complete Construction Questionnaire, including name of tenant, if applicable ☒ TH
12. Provide EMF brochure, if requested ☒ TH
13. Enter initial offers and counter-offers if any, into CLS Viewer. Contact tenant, as appropriate; complete tenant consent form if applicable ☒ TH
14. Agent Name (Print and Sign) Tommy Kokko Tommy ☒ TH

Buyer's kit Checklist

- ✓ ICC requirements per Part 300
- ✓ AIMA
- ✓ Project summary sheet (handout at open houses)
- ✓ Copy of 14 day form letter and map
- ✓ Tenant Consent
- ✓ Pre-Construction Damage Release
- ✓ Construction Questionnaire
- ✓ Survey Consent Form
- ✓ W-9 for IRS 1099 reporting
- ✓ Illinois PTAX form for Sangamon County only (recording requirement)
- ✓ Option with legal / survey / and easement as exhibits
- ✓ Memorandum of option
- ✓ Calculation Sheet
- ✓ Appraisal letter / report
- ✓ Title commitment report (LTC/COT, copy of vesting deed, mortgage, if applicable)

- ☐ Do they have a mortgage/lien? Check the title in the viewer, under "Documents" and ask in person *NO*

Current Holder	
Current Phone	
Mailing Address	
Account No.	
Comments	

- ☐ Do they have a tile system? If so, can we copy their map?

Yes, Still waiting on Answer

Agent Checklist with Landowner

1. Landowner contacted to set up initial appointment no sooner than 14 days after the 14 day letter was sent ☒
2. Initial appointment set for 4/4/2014 ☒
3. Activity Note entered regarding Initial Meeting, including specifics regarding landowner concerns, if any, and details of meeting ☒
4. Prepare and review Acquisition documents and maps ☒
5. Provide landowner with business card and show Ameren ID badge ☒
6. Ask the landowner they received the 14 day letter: ☒
 - a. Ask if the landowner read 14 days letter
 - b. Does landowner have any questions regarding letter:

7. Provide/explain the purpose of the project ☒
8. Discuss routing and how it affects landowner: ☒
 - a. Provide Fact Sheet about the project
 - b. Provide landowner copies of:
 - i. Small scale map of the project
 - ii. Sketch and description of type of facilities/structures
 - iii. Approximate location of facilities
 - iv. Option for Easement including exhibit showing length and width of the easement area
 - v. Memorandum of Option Exhibit B
9. Make compensation offer, provide calculation sheet and explain basis of offer ☒
10. Discuss subordination of mortgage, if applicable ☐
11. Complete Construction Questionnaire, including name of tenant, if applicable ☐
12. Provide EMF brochure, if requested ☐
13. Enter initial offers and counter-offers if any, into CLS Viewer. Contact tenant, as appropriate; complete tenant consent form if applicable ☐
14. Agent Name (Print and Sign) Tommy Koko ☐